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AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

WITH NOTES, AND

SCALES FOR THE VALUATION OF UNEXHAUSTED
MANURES AND FEEDING-STUFFS.

BY

A FELLOW OF THE HIGHLAND AND AGRICULTURAL
SOCIETY OF SCOTLAND.

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ACT, 1883

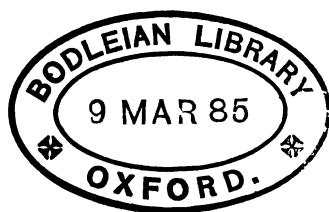


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SOCIETY OF SCOTLAND

WILLIAM BLACKWOOD AND SONS
EDINBURGH AND LONDON
MDCCCLXXXIV



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PREFATORY NOTE.

THE Agricultural Holdings (Scotland) Act, 1883, has created a new marketable commodity. Hitherto an agricultural tenant, in reckoning up his floating capital, might make a valuation of his stock, crop, implements, and manure on hand, and even of the expected produce of a growing crop; but now he may add a new asset to his balance-sheet—he may include the unexhausted value of the manures and feeding-stuffs which he has used.

The procedure for adjudicating the amount of such unexhausted value, due to an outgoing tenant, is instituted by the Act. Seeing that this will impose upon arbiters or referees a new duty, and one with which they must be comparatively unfamiliar, it is thought that it may be of some assistance to them to have a copy of the Act, along with a collection of the various regulations for the valuation of unexhausted manures and feeding-stuffs, adopted by landowners who have anticipated the Act.

To these have been added Scales, which will be found more convenient in calculating unexhausted values, but which give an amount of compensation differing very little from that brought out by the other Scales.

A few notes have been prefixed to the Act which treat solely of Improvements under the third part of the Schedule. They include a short statement of why it is considered that valuation by a scale system is the only practical method of awarding compensation in harmony with the intention of the Act.

AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

(46 & 47 VICTORIA, CHAPTER 62.)

NOTE.

The scale given at page 46, as that approved of by the Peebles Farmers' Club, was not that finally accepted by the Club, but was only a recommendation by the Committee. The Committee's Report was adopted with the following alterations: For horse, cow, and town manure bought in, the duration was limited to four years—five-twelfths, four-twelfths, two-twelfths, and one-twelfth of money value to be deducted for each year; and for guano, the duration was restricted to two years, two-thirds of money value to be deducted for the first year, and one-third for the second year. For phosphates, two-thirds to be deducted for the first year, and one-third for the second year.

March 1884.

Classification of improvements.

Improvements are divided by the Act into three classes, namely:—

1. Improvements to which the consent of the landlord is Schedule Part I. required.
2. Improvements in respect of which notice to the landlord Part II. is required.
3. Improvements to which consent of the landlord is not Part III. required.

These notes refer to the third class only.



AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

(46 & 47 VICTORIA, CHAPTER 62.)

INTRODUCTORY NOTES.

Object of the Act.

THE main object of the Act is to alter the presumption of law in regard to improvements made by an agricultural tenant, and to enable him, on quitting possession of his holding, to obtain from his landlord compensation for the unexhausted value of these improvements.

A few other important changes relating to land-tenure are introduced by the Act.

Classification of Improvements.

Improvements are divided by the Act into three classes, namely :—

1. Improvements to which the consent of the landlord is required. Schedule
Part I.
2. Improvements in respect of which notice to the landlord is required. Part II.
3. Improvements to which consent of the landlord is not required. Part III.

These notes refer to the third class only.

2 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

What is an Improvement.

The essence of the Act, condensed into three words, is *compensation for improvements*.

The word improvement is not defined in the interpretation of terms clause. Its signification, in so far as relates to improvements of the third class, may become a subject of wide difference of opinion.

The portions of the Act specially bearing on the matter are—

Section 1.

“Subject as in this Act mentioned, a tenant who has made
“on his holding any improvement *specified in the schedule*
“hereto, shall, from and after the commencement of this Act,
“be entitled on quitting his holding at the determination of
“a tenancy to obtain from the landlord as compensation
“under this Act for such improvement such sum as fairly
“represents the value of the improvement to an incoming
“tenant: Provided always, that in estimating the value of
“any improvement in the schedule hereto there shall not be
“taken into account as part of the improvement made by
“the tenant what is justly due to the inherent capabilities
“of the soil.”

Section 6.

“In the ascertainment of the amount of the compensation
“under this Act payable to the tenant in respect of any im-
“provement there shall be taken into account in reduction
“thereof:

“(b.) In the case of compensation for manures the value
“of the manure that would have been produced by the con-
“sumption on the holding, according to the rules of good
“husbandry or according to the terms of any written con-
“tract specifying such rules, of any crops sold off or removed
“from the holding within the last two years of the tenancy
“or other less time for which the tenancy has endured, ex-
“cept in so far as a proper return of manure to the holding
“has been made in respect of such produce so sold off or
“removed.”

*Schedule—Part III.**Schedule.*

“Improvements to which consent of the landlord is not required.

“(12.) Boning of land with undissolved bones.

“(13.) Claying of land or spreading blaes upon land.

“(14.) Liming of land.

“(15.) Marling of land.

“(16.) Application to land of purchased artificial or other purchased manure.

“(17.) Consumption on the holding by cattle, sheep, or pigs of cake or other feeding-stuff not produced on the holding.”

From these it is evident that the use of artificial manures and feeding-stuffs is considered an *improvement*. The question is, How is the compensation to be determined? Surely the sum which “fairly represents the value to an incoming tenant,” resulting from the use of manures and feeding-stuffs, is the money value of the unexhausted fertilising constituents remaining in the soil at the termination of the tenancy.

The method of fixing this amount is to ascertain from the outgoing tenant the particulars of the manures and feeding-stuffs which he has purchased, and the periods when the manures were applied and the feeding-stuffs consumed. The compensation should then be computed according to a scale of the rates of exhaustion.

In a great many contracts of tenancy, a tenant is bound to cultivate the land according to the rules of good husbandry, and comes under the obligation, “that the whole straw, turnips, and fodder produced on the farm shall be consumed thereon, and that the manure made therefrom shall be regularly applied to the land.” He is under no obligation to bring to the farm any extraneous fertilisers. It is quite possible to produce crops without doing so. Indeed Dr Lawes has shown that crops can be grown continuously without a return of manure at all; but what kind of crops? It has been found that adding to the land within certain limits manures in excess of the manure produced on the

4 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

farm more than repays the extra outlay, by reason of the larger crops produced thereby. But, as every one knows, one crop, and in many cases several crops, do not exhaust the fertilising constituents of the manures; and therefore the tenant on leaving his holding has not reaped the full benefit of his expenditure. It is agreed on all hands that this unexhausted residue is the tenant's property, and is consequently of value to his successor.

In leases by which the tenant is permitted to sell all kinds of produce, there is usually a provision that a certain amount of manure shall be returned. If there is no such provision, and if no manure has been brought back to the farm, there should be deducted from the compensation a sum equivalent to the manurial value of the straw, turnips, and fodder sold.

sect. 6.

This is specially provided for by section 6, sub-section *b*.

Many objections are made against this mode of awarding compensation. It is urged that the rate of exhaustion of a manure cannot be determined with accuracy, and that it is absurd to imagine that the exhaustion is in accordance with a definite arithmetical ratio. No chemist or practical agriculturist will gainsay the force of this proposition. Any scale is only a rough average; but in what other way can tenants be encouraged to keep up the fertility of their farms to the very last day of their occupation, the accomplishment of which is the chief apology for the existence of the Act at all?

Dr Lawes, to whom agriculture owes so much, being impressed with the difficulties which attend the computation of a correct scale, disapproves of this method of valuation. His conclusion is this: "The estimate of an improvement is the crop. A tenant is prohibited from selling straw, roots, &c., and can produce certain crops by making these into manure. If he chooses to improve the soil by artificial manures and feeding-stuffs, he increases the crop. The compensation he is entitled to is to be allowed to dispose of the excess of the crop (straw, roots, &c.) over what it would have been had he used no such manures or feeding-stuffs." But who could estimate what extent of the crop is due to the manure?

Others talk of "unexhausted fertility," "unearned incre-

ment," "improved condition," &c.—phrases containing subtle ideas, which cannot be reduced to any definitions which will meet with universal acceptance. Of course manures become chemically decomposed and incorporated with the soil; yet the primary measure of their beneficial effects is their market value. To fix the manurial compensation by estimating the difference in *condition of the soil* at the beginning and at the end of a tenancy, is likely to be attended with much more unfairness than the scale system.

No doubt the mere distribution of artificial manures may not be an improvement, if unskilfully done. Lime may be allowed to lie for a long time on the top of a hill, exposed to the influence of the weather, until it becomes of much less value than if applied at the proper time. An excessive amount of stimulating manures may be used with the more permanent kinds, which must hasten the rate of exhaustion. A tenant may increase his outlay for artificial manures and feeding-stuffs in the latter years of his lease to an unwarranted extent. These are contingencies which certainly ought to be taken into account.

The proviso at the end of section 1 as to allowing for "the Sect. 1.
"inherent capabilities of the soil" is very ambiguous. It may have more special reference to improvements mentioned in the first part of the Schedule.

It is important to observe that no compensation can be allowed except for acts mentioned in the Schedule. Cultivation or tillage is not included. Reclamation of waste land comes under the first part of the Schedule.

Settlement of Compensation.

"The landlord and tenant may agree as to the amount and Sect. 8.
"mode and time of payment of compensation." This is not, as some think, a provision by which the Act may be evaded. The agreement does not refer to any previous contract. Should either the landlord or the tenant agree to liquidate the formal claim made in terms of the Act, a receipt for pay- Sect. 7.
ment of the claim granted by the one party to the other will stand as a valid discharge of the right of compensation

6 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

created by the Act. If they cannot agree, the difference must be settled by a reference.

Appointment of Referee.

- ct. 9. The parties may appoint a single referee, or two referees. Should one party fail to nominate a referee after due notice from the other, application may be made to the sheriff for appointment of one.

Referees should take care to appoint an oversman before beginning to act.

The referees appointed in terms of this Act may or may not be the same persons as the arbiters to whom it is customary to refer the ordinary claims arising between landlord and tenant at the termination of a lease. It is not unusual for a landlord to assign his claims to the incoming tenant, which in future will necessitate two distinct submissions; for it appears that the Act points to the landlord and outgoing tenant as the parties to a reference in terms thereof.

Power to Contract for Compensation.

- ct. 5. This section permits of compensation in terms of written agreements between landlords and tenants being substituted for compensation under the Act. The contract must conclude for "specific" or "reasonable" compensation. There is some distinction made between current leases and leases entered into after the date of the Act, but no court of law will readily set aside an agreement for compensation which is not grossly inequitable, whether procured by a lease entered into before or after the commencement of the Act. Moreover, it is provided that the agreement must be considered in the light of the circumstances existing at the time of its having been entered into.

- st. 16,
t clause. Should a tenant make a claim under the Act in addition to the compensation in the lease or written agreement, the referee must include in his award such compensation as has been contracted for, provided he consider it to be "fair and reasonable."

- t. 36. Section 36 enacts that no agreement shall deprive the

tenant of his claim unless it provides for "specific" or "fair and reasonable" compensation. In other words, the tenant cannot contract himself out of the Act by agreeing to ask no compensation at all.

Improvements before the Act.

It is competent to claim compensation for improvements mentioned in the third part of the Schedule, although executed previous to the passing of the Act, provided they have been completed within ten years of the commencement of the Act (1st January 1884). Sect. 2,
sub-sect.
1.

Notice of Claim.

No compensation is payable to the tenant unless he give notice to the landlord of the particulars and amount of his claim four months previous to the determination of the tenancy. Whether the term of Whitsunday or the date of the removal of the crop of the last year from the ground is the determination of the tenancy, cannot be gathered even from the interpretation clause. Probably the Whitsunday or Martinmas of removal from the houses, &c., is the determination for the purpose of notice. If so, the tenant cannot well give the particulars and amount of his claim for manures to be applied within the intervening four months. He should reserve to himself in the notice power to claim further for what he may use up to the term of Whitsunday or Martinmas. Sect. 7.

The landlord, in order to obtain the value of any counter-claim against the tenant, must give notice of such claim within fourteen days after the determination of the tenancy. The landlord's counter-claim should contain anything which he considers should be a set-off against the tenant's claim, and more especially any of the items mentioned in section 6.

Evidence of Improvement.

The referee is empowered to call for the production of any sample or voucher, or other document or evidence, in the possession or power of either party, and to examine witnesses. Sect 12.

8 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

Deductions from Compensation.

3. The referee must deduct from the amount of compensation
(1) the value of any contributory assistance by the landlord,
(2) the manurial value of the straw, &c., sold, if no equivalent
of manure has been returned.

The referee should make further deductions from the compensation for (1) rent past due, (2) taxes, rates, burdens, interest on drainage outlays, and premiums of insurance payable in respect of the holding for which the tenant is liable, (3) breach of stipulation of lease or contract, (4) deterioration committed or permitted by the tenant.

Breach of Stipulation.

5. Rents, taxes, &c., and damages for breach of stipulation, may be recovered by the landlord by an ordinary process of law if he choose.

The referee can make an addition to the compensation due to the tenant for breach of contract on the landlord's part.

Deterioration.

What is deterioration? Whatever it is, it has no bearing upon compensation for improvements under this Act, except in so far as committed within the last four years of the tenancy.

7. The Act indicates that the landlord can claim *compensation*, but it does not appear that his claim can emerge except as a set-off against the tenant's claim. If a tenant leave a farm in a "run-out condition," as it is called, and does not choose to make a claim for compensation, has the landlord any recourse for obtaining reparation by the new Act, other than he had before it was passed? The effect of the Act will be to induce tenants to keep their farms in "good heart"; whether it will give the landlords power to compel them to do so is not very clear. Probably the introduction of the clauses which refer to "deterioration" and "landlord's compensation" were intended as a protection to landlords. It is for referees to judge each case equitably.

Damages for *breach of stipulation* in regard to cropping or cultivation may be deducted from the compensation awarded, or may be recovered by the landlord in the usual way.

The Award.

It must be in writing, and issued within twenty-eight days after the appointment of the referee, or last referee. Sect. 14. Sect. 15.

Full details of the compensation must be given in the award. The particulars in examples at pages 37 and 40 would be sufficient. Sect. 17.

It should fix a day of payment. Sect. 19.

It may decern for expenses, but this is not necessary. Sect. 18.

Appeal to the Sheriff.

If the amount claimed for, not amount in award, exceeds £100, either party may appeal to the sheriff against the decision of the referee or referees. It would appear easy to preserve right of appeal by making the claim, or counter-claim, large enough. Sect. 20.

The grounds of appeal are detailed in this section. They have reference only to matters of procedure and fulfilment of the requirements of the Act. When the referees have fixed the amount of compensation for any particular improvement, the sheriff has no power to alter that amount. The decision of the referees to award no compensation for any particular claim made by the tenant, say for nitrate of soda, cannot be reviewed by the sheriff, but it must be shown that the referees have had the claim under consideration.

46 & 47 VICTORIA, Chapter 62.—AGRICULTURAL HOLDINGS
(SCOTLAND) ACT, 1883.

AN

A . C T

FOR

Amending the Law relating to Agricultural Holdings
in Scotland.—[25th August 1883.]

AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

[46 & 47 VICT. CH. 62.]

ARRANGEMENT OF SECTIONS.

A.D. 1883

- Section** *Compensation for Improvements.*
1. General right of tenant to compensation.
As to Improvements executed before the Commencement of Act.
 2. Restriction as to improvements before Act.
As to Improvements executed after the Commencement of Act.
 3. Consent of landlord as to improvements in first part of schedule.
 4. Notice to landlord as to improvements in second part of schedule.
 5. Reservation as to existing and future leases.
Regulations as to Compensation for Improvements.
 6. Compensation for improvements.
Procedure.
 7. Notice of intended claim.
 8. Compensation agreed or settled by reference.
 9. Appointment of referee or referees and oversman.
 10. Requisition for appointment of oversman by the sheriff.
 11. Mode of submission to reference.
 12. Power for referee, &c. to require production of documents, administer oaths, &c.
 13. Power to proceed in absence.
 14. Form of award.
 15. Time for award of referee or referees.
 16. Reference to and award by oversman.
 17. Award to give particulars.
 18. Expenses of reference.
 19. Day for payment.
 20. Appeal to sheriff.
 21. Recovery of compensation.
 22. Appointment of guardian.
 23. Expenses in sheriff courts.

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A.D. 1883

Section

Charge of Tenant's Compensation.

- 24. Power for landlord on paying compensation to obtain charge.
- 25. Advance made by a company.
- 26. Duration of charge.

Removing for Non-Payment of Rent.

- 27. Tenants to be removed only at legal terms.

Notice of Termination of Tenancy.

- 28. Notice of termination of tenancy.
- 29. Bequest of lease.

Fixtures.

- 30. Tenant's property in fixtures, machinery, &c.

Crown Lands.

- 31. Application of Act to Crown lands.

Ecclesiastical and Charity Lands.

- 32. Consents in case of glebes, &c.
- 33. Provision as to limited owners.

General Provisions.

- 34. Commencement of Act.
- 35. Application of Act.
- 36. Avoidance of agreement inconsistent with Act.
- 37. Right of tenant in respect of improvement purchased from outgoing tenant.
- 38. Compensation under this Act to be exclusive.
- 39. Provision as to change of tenancy.
- 40. General saving of rights.
- 41. Consents, &c. not subject to statutes regulating execution of deeds.
- 42. Interpretation.
- 43. Short title of Act.

SCHEDULE.



46 & 47 VICTORIA.

CHAPTER 62.

An Act for amending the Law relating to Agricultural Holdings in Scotland.—[25th August 1883.] A.D. 1883

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Compensation for Improvements.

1. Subject as in this Act mentioned, a tenant who has made on his holding any improvement specified in the schedule hereto, shall, from and after the commencement of this Act, be entitled on quitting his holding at the determination of a tenancy to obtain from the landlord as compensation under this Act for such improvement such sum as fairly represents the value of the improvement to an incoming tenant: Provided always, that in estimating the value of any improvement in the schedule hereto there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil.

General right of tenant to compensation.

As to Improvements executed before the Commencement of Act.

2. Compensation under this Act shall not be payable in respect of improvements executed before the commencement of this Act, with these exceptions, namely,—

Restriction as to improvements before Act.

(1.) Where a tenant has within ten years before the commencement of this Act executed an improvement specified in the third part of the schedule hereto which he was

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A.D. 1883

not under an express obligation to make, and he is not entitled under any contract or custom to compensation in respect of such improvement; or

- (2.) Where a tenant has executed an improvement mentioned in the first or second part of this schedule within ten years previous to the commencement of this Act, and he is not entitled under any contract or custom to compensation in respect of such improvement, and the landlord, within one year after the commencement of this Act, declares in writing his consent to the making of the improvement.

In either of these cases the tenant, on quitting his holding at the determination of the tenancy after the commencement of this Act, may claim compensation under this Act in respect of the improvement which he has executed in the same manner as if this Act had been in force at the time of the execution of such improvement.

As to Improvements executed after the Commencement of Act.

Consent of landlord as to improvements in first part of schedule.

3. Compensation under this Act shall not be payable in respect of any improvement specified in the first part of the schedule hereto, and executed after the commencement of this Act, unless the landlord, or his agent duly authorised on that behalf, has previously to the execution of the improvement, and after the passing of this Act, consented in writing to the execution of such improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed upon between the landlord and the tenant, and in the event of any agreement being made between the landlord and the tenant, the compensation payable thereunder shall be deemed to be substituted for compensation under this Act.

Notice to landlord as to improvements in second part of schedule.

4. Compensation under this Act shall not be payable in respect of any improvement specified in the second part of the schedule hereto, and executed after the commencement of this Act, unless the tenant has, not more than three months and not less than two months before beginning to execute such improvement, given to the landlord, or his duly authorised agent, notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and upon such notice being given, the landlord and tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed, and in the event of an agreement being made, that the improvement is to be executed by the tenant, the compensation payable thereunder shall be

deemed to be substituted for compensation under this Act, or the landlord may undertake to execute the improvement himself, and unless the notice is previously withdrawn, proceed to do so in any reasonable and proper manner which he thinks fit, and charge the tenant with a sum not exceeding five pounds per centum per annum on the outlay incurred in executing the improvement, or not exceeding such annual sum, payable for a period of twenty-five years, as will repay such outlay in the said period, with interest at the rate of three per centum per annum, such annual sums to be recoverable as rent. In default of any such agreement or undertaking, and also in the event of the landlord failing to comply with his undertaking within a reasonable time, the tenant may execute the improvement himself, and shall, in respect thereof, be entitled to compensation under this Act.

A.D. 1883

Where in the case of a tenancy under a lease current at the passing of this Act there is in such lease, or in any relative writing made prior to the passing hereof, an express stipulation limiting the outlay on any improvement specified in the second part of the schedule hereto, the tenant shall have no claim to compensation under this Act for any such improvement in excess of the sum provided for in such stipulation.

The landlord and tenant may, if they think fit, dispense with any notice under this section, and come to an agreement in terms of the lease or otherwise between themselves in the same manner and of the same validity as if such notice had been given.

5. Where, in the case of a tenancy under a lease current at the commencement of this Act, any agreement in writing or custom provides specific compensation for any improvement specified in the schedule hereto, compensation in respect of such improvement, although executed after the commencement of this Act, shall be payable in pursuance of such agreement or custom, and shall be deemed to be substituted for compensation under this Act.

Reserva-
tion as to
existing
and future
leases.

Where, in the case of a tenancy under a lease beginning after the commencement of this Act, any particular agreement in writing secures to the tenant for any improvement specified in the third part of the schedule hereto, and executed after the commencement of this Act, fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement, then in such case the compensation in respect of such improvement shall be payable in pursuance of the particular agreement and not under this Act.

The last preceding provision of this section relating to a particular agreement shall apply in the case of a tenancy under

18 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883 — a lease current at the commencement of this Act in respect of an improvement specified in the third part of the schedule hereto, specific compensation for which is not provided by any agreement in writing or custom.

Regulations as to Compensation for Improvements.

Compensation for improvements.

6. In the ascertainment of the amount of the compensation under this Act payable to the tenant in respect of any improvement there shall be taken into account in reduction thereof:

- (a.) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and
- (b.) In the case of compensation for manures the value of the manure that would have been produced by the consumption on the holding, according to the rules of good husbandry or according to the terms of any written contract specifying such rules, of any crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, except in so far as a proper return of manure to the holding has been made in respect of such produce so sold off or removed.

The amount of compensation payable to the tenant shall be subject to deduction of any sums due to the landlord:

- (1.) For rent payable in respect of the holding;
- (2.) For any taxes, rates, or public burdens, or interest, moneys payable in respect of drainage, premiums of insurance payable in respect of the holding for which the tenant is liable as between him and the landlord;
- (3.) For the breach of any stipulation of the lease, or of any contract relative to the lease, committed by the tenant;
- (4.) For any deterioration committed or permitted by the tenant;

There shall be added to the tenant's compensation any sum due to the tenant for compensation in respect of a breach of any stipulation of a lease, or other contract relative to a lease, committed by the landlord.

Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of deterioration by the tenant or of breach of any stipulation by the tenant committed or permitted in relation to cultivation or management more than four years before the determination of the tenancy.

Procedure.

A.D. 1883

7. Notwithstanding anything in this Act, a tenant shall not be entitled to compensation under this Act unless four months at least before the determination of the tenancy he gives notice in writing to the landlord of his intention to make a claim for compensation under this Act.

Notice of
intended
claim.

Where a tenant gives such a notice the landlord may, before the determination of the tenancy, or within fourteen days thereafter, give a counter-notice in writing to the tenant of his intention to make a claim for compensation under this Act.

Every such notice and counter-notice shall state, as far as reasonably may be, the particulars and amount of the intended claim.

8. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid to the tenant or to the landlord under this Act.

Compensa-
tion agreed
or settled
by refer-
ence.

If in any case they do not so agree the difference shall be settled by a reference.

9. Where there is a reference under this Act, a single referee, or two referees and an oversman, shall be appointed as follows:

Appoint-
ment of
referee or
referees
and overs-
man.

- (1.) If the parties concur, a single referee may be appointed by them jointly:
- (2.) If before an award is pronounced the single referee dies or becomes incapable of acting, or for seven days after notice from the parties of his appointment he fails to accept the reference and to act, the proceedings shall begin afresh, as if no referee had been appointed:
- (3.) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee:
- (4.) If before an award is pronounced one of two referees dies or becomes incapable of acting, or for seven days after notice from the party appointing him of his appointment fails to accept the reference and to act, the party appointing him shall appoint another referee:
- (5.) Notice of every appointment of a referee by either party shall be given to the other party:
- (6.) If for seven days after notice by one party to the other to appoint a referee, or failing a referee appointed, another referee, the other party fails to do so, then, on the application of the party giving notice, the sheriff shall within fourteen days appoint a competent and impartial person to be a referee:
- (7.) Where two referees are appointed they shall before they enter on the reference appoint an oversman:

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- A.D. 1883 — (8.) If before an award is pronounced an oversman dies or becomes incapable of acting, the referees shall appoint another oversman :
- (9.) If for seven days after request from either party the referees fail to appoint an oversman, or failing an oversman appointed, another oversman, then, on the application of either party, the sheriff shall within fourteen days appoint a competent and impartial person to be the oversman :
- (10.) Every appointment, notice, and request under this section shall be in writing.
- The powers of the sheriff under this section shall be exerciseable by him although he may not be at the time within the county.
- Requisition for appointment of oversman by the sheriff. 10. Where two referees are appointed, an oversman may be appointed, as follows :
- If either party on appointing a referee requires by notice in writing to the other that the oversman shall be appointed by the sheriff, then the oversman and any successor to him shall be appointed, on the application of either party, by the sheriff.
- Mode of submission to referee. 11. The delivery to a referee of his appointment shall be deemed a submission to a reference by the party delivering it, and neither party shall have power to revoke a submission, or the appointment of a referee, without the consent of the other.
- Power for referee, &c. to require production of documents, administer oaths, &c. 12. The referee or referees or oversman may call for the production of any sample or voucher or other document or evidence which is in the possession or power of either party, or which either party can produce, and which seems to the referee or referees or oversman necessary for the determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations ; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.
- Power to proceed in absence. 13. The referee or referees or oversman may proceed in the absence of either party where this course appears to him or them expedient after notice given to the parties.
- Form of award. 14. The award shall be in writing, signed by the referee or referees or oversman as the case may be.
- Time for award of referee or referees. 15. A single referee shall pronounce his award and have the same ready for delivery within twenty-eight days after his appointment.
- Two referees shall pronounce their award and have the same ready for delivery within twenty-eight days after the appoint-

ment of the last appointed of them, or within such extended time (if any) as they may from time to time jointly have fixed by writing under their hands, so that they have their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them. A.D. 1883

16. Where two referees are appointed and act, if they fail to pronounce their award and have the same ready for delivery within the time aforesaid, then, on the expiration of that time, their powers as referees shall cease and determine, and thereupon the matters referred to them shall stand referred to the oversman. Reference to and award by oversman.

The oversman shall pronounce his award and have the same ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the devolution of the reference to him, or within such extended time (if any) as the sheriff, on the application of the oversman, or of either party, may fix, so that the oversman pronounce his award and have the same ready for delivery within a time not exceeding in the whole forty-nine days after notice to him as aforesaid.

The powers of the sheriff under this section shall be exercisable by him although he may not be at the time within the county.

In any case provided for by sections three, four, or five, if compensation is claimed under this Act, such compensation, as under any of those sections, is to be deemed to be substituted for compensation under this Act, if and so far as the same can consistently with the terms of the agreement, if any, be ascertained by the referees or the oversman, shall be awarded in respect of any improvements thereby provided for, and the award shall, when necessary, distinguish such improvements, and the amount awarded in respect thereof, and an award given under this section shall be subject to the appeal provided by this Act.

17. The award shall not find due or decern for a sum generally for compensation, but shall, as far as reasonably may be, specify— Award to give particulars.

- (a.) The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account in reduction or augmentation of such compensation ;
- (b.) The time at which each of the improvements, acts, or things was executed, committed, permitted, or omitted ;
- (c.) The sum awarded in respect of each improvement, act, matter, or thing ; and

22 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883 (d.) Where the landlord desires to charge his estate with the amount of compensation found due to the tenant, the time at which, for the purposes of such charge, each improvement, act, or thing in respect of which compensation is awarded is to be deemed to be exhausted.

Expenses of reference. 18. The expenses of and connected with the reference, including the remuneration of the referee or referees and oversman, and other proper expenses, shall be borne and paid by either party in whole or by the parties in such proportions as to the referee or referees or oversman appears just, regard being had to the reasonableness or unreasonableness of the claims of the parties or either of them, and to the whole circumstances of the case.

The award may decern for the payment of the whole or any part of the expenses by either party to the other, and in that case the award shall specify the amount to be so paid.

The amount of the expenses shall be subject to taxation by the auditor of the sheriff court, on the application of either party, but that taxation shall be subject to review by the sheriff.

Day for payment. 19. The award shall fix a day, not sooner than one month after the delivery of the award, for the payment of the money awarded for compensation, expenses, or otherwise.

Appeal to sheriff 20. Where the sum claimed for compensation exceeds one hundred pounds, either party may, within seven days after delivery of the award, appeal against it to the sheriff on all or any of the following grounds:

- (1.) That the award is invalid;
- (2.) That the award proceeds wholly or in part upon an improper application of, or upon the omission properly to apply, the special provisions of sections three, four, or five of this Act;
- (3.) That compensation has been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration in respect of which the party claiming was not entitled to compensation;
- (4.) That compensation has not been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration in respect of which the party claiming was entitled to compensation;

and the sheriff shall hear and determine the appeal, and may, in his discretion, remit the case to be reheard as to the whole or any part thereof by the referee or referees or oversman, with such directions as he may think fit.

If no appeal is so brought the award shall be final.

A.D. 1883

The decision of the sheriff on appeal shall be final.

21. Where any money agreed or awarded or ordered on appeal to be paid for compensation, expenses, or otherwise, is not paid within one month after the time when it is agreed or awarded or ordered to be paid, it shall be competent to record the agreement or award in the books of the sheriff court, to the effect of enabling execution to pass thereon in common form as upon an extract registered bond or decree arbitral; and any order for payment made by a sheriff on appeal shall be enforced in the same manner as a decree for payment made under his ordinary jurisdiction is enforced.

Recovery
of compen-
sation.

22. Where a landlord or a tenant is a pupil or minor, or is of unsound mind, not having a tutor, curator, or other guardian, the sheriff, on the application of any person interested, may appoint to him a tutor or curator for the purposes of this Act, and may recall the appointment of such tutor or curator and appoint another tutor or curator if and as occasion requires.

Appoint-
ment of
guardian.

23. The Court of Session may by act of sederunt from time to time prescribe a scale of expenses for such proceedings in the sheriff court, and such expenses shall be taxed by the auditor of the sheriff court.

Expenses
in sheriff
courts.

Charge of Tenant's Compensation.

24. A landlord on paying to the tenant the amount due to him in respect of compensation under this Act, or in respect of compensation authorised by this Act to be substituted for compensation under this Act, or on his defraying himself the cost of improvements proposed to be executed by the tenant, shall be entitled to obtain from the sheriff authority to charge the holding, or the estate of which it forms part, in respect thereof.

Power for
landlord
on paying
compensa-
tion to
obtain
charge.

The sheriff shall have power, on proof of the payment, and on being satisfied of the observance in good faith by the parties of the conditions imposed by this Act, to grant authority to the landlord to charge the holding, or the estate of which it forms part, by executing and registering in the register of sasines a bond and disposition in security over it for repayment of the amount paid, or any part thereof, with such interest, and by such instalments, as the sheriff may determine; or, if the landlord has only a leasehold interest in the holding, by executing and duly registering in the register of sasines an assignation of the lease in security and for repayment of the amount paid, or any part thereof, with such interest and by such instalments, as the sheriff may determine.

24 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883 But, where the landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall by such bond and disposition in security or assignation be made payable after the time when the improvement in respect whereof compensation is paid will, where an award has been made, be taken to have been exhausted according to the declaration of the award, and in any other case after the time when any such improvement will in the judgment of the sheriff, after hearing such evidence (if any) as he thinks expedient, have become exhausted; and such bond and disposition in security or assignation shall specify the times at which the total amount charged and each instalment thereof shall be payable.

The instalments and interest shall be charged in favour of the landlord, his executors, administrators, and assignees.

Any charge under this section shall rank after all prior charges and burdens heritably secured upon the holding or estate.

Where a holding or estate is charged by the landlord under this section, such charge shall not be deemed to be a contravention of any prohibition against charging or burdening contained in the deed or instrument under which the holding or estate is held by the landlord.

The price of any entailed land sold under the provisions of the Entail Acts, where such price is entailed estate within the meaning of those Acts, may be applied by the landlord in respect of the remaining portion of the entailed estate, or in respect of any other estate belonging to him, and entailed upon the same series of heirs, in payment of any expenditure and costs incurred by him in pursuance of this Act for executing or paying compensation for any improvement mentioned in the first or second parts of the schedule hereto, or in discharge of any charge with which the estate is burdened in pursuance of this Act in respect of such improvement.

Advance
made by a
company.

25. Any company now or hereafter incorporated by Parliament, or incorporated under the Companies Acts, and having power to advance money for the improvement of land, or for the cultivation and farming of land, may make an advance of money upon a bond and disposition in security, or upon an assignation, as the case may be, executed by authority of the sheriff under the provisions of this Act, upon such terms and conditions as may be agreed upon between such company and the person entitled to such charge; and such company may assign any charge so acquired by them to any person or persons whomsoever.

Duration
of charge.

26. The sum charged by the order of a sheriff under this Act shall be a charge on the holding or the estate of which it

forms part for the landlord's interest therein, and for all interests therein subsequent to that of the landlord; provided that the charge shall not extend beyond the interest of the landlord, his executors, administrators, and assignees where the landlord has only a leasehold interest in the holding. A.D. 1883
—

Removing for Non-Payment of Rent.

27. In any case in which the landlord's right of hypothec for the rent has ceased and determined—

When six months rent of the holding is due and unpaid, it shall be lawful for the landlord to raise an action of removing before the sheriff against the tenant, concluding for his removal from the holding at the term of Whitsunday or Martinmas next ensuing after the action is brought, and unless the arrears of rent then due are paid, or caution is found to the satisfaction of the sheriff for the same, and for one year's rent further, the sheriff may decern the tenant to remove, and eject him at such term in the same manner as if the lease were determined, and the tenant had been legally warned to remove.

Tenants
to be re-
moved
only at
legal
terms.
43 Vict.
c. 12.

A tenant so removed shall have the rights of an outgoing tenant to which he would have been entitled if his lease had naturally expired at such term of Whitsunday or Martinmas.

The second and third sections of the Hypothec Abolition (Scotland) Act, 1880, are hereby repealed, and the provisions of the fifth section of the Act of Sederunt anent Removing of the fourteenth day of December one thousand seven hundred and fifty-six shall not apply in any case in which the procedure under this section is competent.

Notice of Termination of Tenancy.

28. Notwithstanding the expiration of the stipulated endurance of any lease, the tenancy shall not come to an end unless written notice has been given by either party to the other of his intention to bring the tenancy to an end—

Notice of
termina-
tion of
tenancy.

(a.) In the case of leases for three years and upwards, not less than one year, nor more than two years, before the termination of the lease:

(b.) In the case of leases from year to year, or for any other period less than three years, not less than six months before the termination of the lease.

Failing such notice by either party the lease shall be held to be renewed by tacit relocation for another year, and thereafter from year to year.

Notice by the landlord to the tenant under this section shall

26 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883 be given in the form and manner prescribed by the Sheriff
16 & 17 Courts (Scotland) Act, 1853, and shall come in place of the
Vict. c. 80. notice required by the said Act.

Provided that nothing contained in this section shall affect the right of the landlord to remove a tenant who has been sequestrated under the Bankruptcy (Scotland) Act, 1856, or who by failure to pay rent or otherwise has incurred any irritancy of his lease, or other liability to be removed :

The provisions relative to notice herein contained shall not apply to any stipulation in a lease entitling the landlord to resume land for building, planting, feuing, or other purposes, or to subjects let for any period less than a year.

Bequest of
lease. 29. A tenant may by will, or other testamentary writing, bequeath his lease to any person (herein-after called "the legatee"), subject to the following provisions:—

(a.) The legatee shall intimate the testamentary bequest to the landlord or his known agent within twenty-one days after the death of the tenant, unless he is prevented by some unavoidable cause from making intimation within that time, and in that event he shall make intimation as soon as possible thereafter.

(b.) Intimation to the landlord or his known agent by the legatee shall import acceptance of the lease by the legatee.

(c.) Within one month after intimation has been made to the landlord or his known agent, he may intimate to the legatee that he objects to receive him as tenant under the lease ;

If the landlord or his known agent makes no such intimation within one month, the lease shall be binding on the landlord and the legatee respectively as landlord and tenant as from the date of the death of the deceased tenant.

(d.) If the landlord or his known agent intimates that he objects to receive the legatee as tenant under the lease, the legatee may present a petition to the sheriff, praying for decree declaring that he is tenant under the lease as from the date of the death of the deceased tenant, of which petition due notice shall be given to the landlord, who may enter appearance, and state his grounds of objection ; and if any reasonable ground of objection is established to the satisfaction of the sheriff, he shall declare the bequest to be null and void ; but otherwise he shall discern and declare in terms of the prayer of the petition.

(e.) The decision of the sheriff under such petition as aforesaid shall be final.

- (f.) Pending any proceedings under this section, the legatee shall have possession of the holding, unless the sheriff shall otherwise direct on cause shown. A.D. 1883
- (g.) If the legatee does not accept the bequest, or if the bequest is declared to be null and void as aforesaid, the lease shall descend to the heir of the tenant in the same manner as if the bequest had not been made.

Fixtures.

30. Where after the commencement of this Act a tenant affixes to his holding any engine, machinery, fencing, or other fixture, or erects any building for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, then such fixture or building shall be the property of and be removable by the tenant before or within a reasonable time after the termination of the tenancy:

Tenant's
property
in fixtures,
machin-
ery, &c.

Provided as follows:—

1. Before the removal of any such fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all his other obligations to the landlord in respect to the holding:
2. In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding:
3. Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any building or other part of the holding by the removal:
4. The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of the intention of the tenant to remove it:
5. At any time before the expiration of such notice the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building specified in the notice given by the tenant as aforesaid, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by a reference under this Act, as in case of compensation (but without appeal).

28 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883

Crown Lands.

Applica-
tion of Act
to Crown
lands.

31. This Act shall extend and apply to land belonging to Her Majesty the Queen, her heirs and successors, in right of the Crown.

With respect to such land, for the purposes of this Act, the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or one of them, or other the proper officer or body having charge of such land for the time being, or in case there is no such officer or body, then such person as Her Majesty, her heirs or successors, may appoint in writing under the Royal Sign Manual, shall represent Her Majesty, her heirs and successors, and shall be deemed to be the landlord.

Any compensation payable under this Act by the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, in respect of an improvement of the first class, shall be deemed to be payable in respect of an improvement of land within section one of the Crown Lands Act, 1866, and the amount thereof shall be charged and repaid as in that section provided with respect to the costs, charges, and expenses therein mentioned.

Any compensation payable under this Act by those Commissioners, or either of them, in respect of an improvement of the second class, or of the third class, shall be deemed to be part of the expenses of the management of the Land Revenues of the Crown, and shall be payable by those Commissioners out of such money and in such manner as the last-mentioned expenses are by law payable.

Ecclesiastical and Charity Lands.

Consents
in case of
glebes, &c.

32. The powers by this Act conferred on a landlord shall not be exercised by ministers in respect of their glebes, except with the previous approval in writing of the Presbytery of the bounds, and shall not be exercised by trustees for ecclesiastical, educational, or charitable purposes, except with the previous approval in writing of one of Her Majesty's Principal Secretaries of State.

Provision
as to limited
owners.

33. Subject to the provisions of this Act in relation to Crown, ecclesiastical, and charity lands, a landlord, whatever may be his estate or interest in his holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act which he might give or make or do or have done to him if he were absolute owner of the holding.

General Provisions.

A.D. 1883

34. This Act shall come into force on the first day of January one thousand eight hundred and eighty-four, which day is in this Act referred to as the commencement of this Act.

Com-
mence-
ment of
Act.

35. Nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated as a market garden, or to any holding let to the tenant during his continuance in any office, appointment, or employment of the landlord.

Applica-
tion of
Act.

36. Any contract or agreement made by a tenant by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement specified in the schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act) shall, so far as it deprives him of such right, be void.

Avoidance
of agree-
ment in-
consistent
with Act.

37. Where an incoming tenant has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, such incoming tenant shall be entitled on quitting the holding to claim compensation in respect of such improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained in the tenancy, and quitted the holding at the time at which the incoming tenant quits the same.

Right of
tenant in
respect of
improve-
ment pur-
chased
from out-
going
tenant.

38. A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorised by this Act in respect of any improvement for which he is entitled to compensation under this Act, but where he is not entitled to compensation under this Act he may recover compensation under any agreement or custom in the same manner as if this Act had not passed.

Compensa-
tion under
this Act to
be exclu-
sive.

39. A tenant who has remained in his holding during a change or changes of tenancy shall not thereafter on quitting his holding at the determination of a tenancy be deprived of his right to claim compensation in respect of improvements by reason only that such improvements were made during a former tenancy or tenancies, and not during the tenancy at the determination of which he is quitting.

Provision
as to
change of
tenancy.

40. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exerciseable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a

General
saving of
rights.

30 AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883.

A.D. 1883 lease or other contract, or of any improvements, deteriorations, away-going crops, fixtures, tax, rate, teind, rent, or other thing.

Consents,
&c. not
subject to
statutes
regulating
execution
of deeds.

Interpre-
tation.

41. It shall be no objection to the validity of any consent in writing or agreement in writing within the provisions of this Act signed by the party or parties thereto or by any person or persons authorised by him or them that such consent or agreement has not been executed in accordance with the statutes regulating the execution of deeds in Scotland.

42. In this Act—

“Lease” means a letting of or agreement for the letting land for a term of years, or for lives, or for lives and years, or from year to year:

A tenancy from year to year under a lease current at the commencement of the Act shall for the purposes of this Act be deemed to continue to be a tenancy under a lease current at the commencement of this Act until the first day after the commencement of this Act, on which either the landlord or tenant of such tenancy could, the one by giving notice to the other, cause such tenancy to determine, and on and after such day as aforesaid shall be deemed to be a tenancy under a contract of tenancy beginning after the commencement of this Act:

“Determination of tenancy” means the termination of a lease by reason of effluxion of time, or from any other cause:

“Landlord” in relation to a holding means any person for the time being entitled to receive the rents and profits of or to take possession of any holding:

“Tenant” means the holder of land under a lease:

“Landlord” or “tenant” includes the executors, administrators, assignees, legatee, donee, or next-of-kin, husband, guardian, curator bonis, or trustees in bankruptcy, of a landlord or tenant:

“Holding” means any piece of land held by a tenant:

“Absolute owner” means the owner or person capable of disposing, by disposition or otherwise, of the fee simple or, dominium utile, of the whole interest of or in land, although the land or his interest therein is burdened, charged, or encumbered:

“Person” includes a body of persons and a corporation:

“Sheriff Courts (Scotland) Act, 1853,” means an Act passed in the sixteenth and seventeenth year of Her present Majesty’s reign, chapter eighty, intituled “An Act to facilitate procedure in the Sheriff Courts in Scotland”:

“Companies Acts” means the Companies Acts, 1862 to 1880, and any Act amending the same:

“Sheriff” includes sheriff substitute.

The designations of landlord and tenant shall continue to A.D. 1883 apply to the parties until the conclusion of any proceedings taken under this Act in respect of compensation for improvements.

43. This Act may be cited for all purposes as the Agri- Short title cultural Holdings (Scotland) Act, 1883, and shall apply to of Act. Scotland only.

SCHEDULE.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

- (1.) Erection or enlargement of building.
- (2.) Formation of silos.
- (3.) Laying down of permanent pasture.
- (4.) Making of water meadows or works of irrigation.
- (5.) Making of gardens.
- (6.) Making or improving of roads or bridges.
- (7.) Making or improving of watercourses, ponds, wells, or reservoirs, or of works for supply of water for agricultural or domestic purposes.
- (8.) Making of permanent fences.
- (9.) Reclamation of waste land.
- (10.) Weiring or embanking of land and sluices against floods.

PART II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

- (11.) Drainage.

PART III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS NOT REQUIRED.

- (12.) Boning of land with undissolved bones.
- (13.) Claying of land or spreading blaes upon land.
- (14.) Liming of land.
- (15.) Marling of land.
- (16.) Application to land of purchased artificial or other purchased manure.
- (17.) Consumption on the holding by cattle, sheep, or pigs of cake or other feeding stuff not produced on the holding.

SCALES FOR THE VALUATION

OF

UNEXHAUSTED MANURES AND FEEDING-STUFFS.

It has been repeatedly, and with truth, asserted that the rate of exhaustion of a manure depends upon the soil, climate, the quality of the manure, and many other conditions, and that no fixed scale can be formulated to meet all these variations. It may, however, assist each referee in making up his own scale to have before him a number of scales already in use. It will be observed that most of these give the rates of exhaustion. This is just the information required; but it will be found very inconvenient to calculate compensation from a scale of the rates of exhaustion, especially where such fractions as $\frac{1}{8}$ are involved. A scale has been prefixed, giving the proportion of a manure remaining after one or more crops have been taken from the soil.

For example, if lime to the value of £100 be applied in the third last year of the lease—that is, if three crops have been taken after its application.

From the Ochertyre lease it appears that $\frac{1}{8}$ ths, $\frac{2}{8}$ ths, $\frac{3}{8}$ ths, = $\frac{2}{8}$ ths, are held to have been exhausted, leaving $\frac{3}{8}$ ths to be compensated for. A $\frac{3}{8}$ th part of £100 is equal to £50, 18s. 2½d.

By turning to the scale on page 35, it will be seen, opposite lime in the three-years column of light or medium soil, that $\frac{1}{8}$ ths of the original value is the compensation. A $\frac{1}{8}$ th part of £100 is equal to £50.

In estimating compensation, it is a matter for consideration whether railway carriage, cartage, and the cost of application should be added to the prime cost of the manure or feeding-stuff. Most of the leases which contain scales of compensation specially exclude cartage and cost of application.

Lime.

The duration of its effects is uncertain. In many cases it so alters the character of the soil, that its application may

almost rank as a permanent improvement. For the purpose of giving compensation, a reasonable limit of time and a scale of exhaustion must be fixed, which, as in the case of all the other substances, is merely an average.

It is eminently beneficial to land recently broken up, and which has much rank vegetation. Its effects are marked on land containing undecomposed vegetable matter. It is unnecessary to apply lime in large quantities to ordinary clay soils under cultivation. A very common practice is to make a compost of lime, scrapings of roads, &c., and to spread the mixture on the land after it has lain some time. In such a case it would probably be best to apply the scale as if the lime had been put upon the land in the first year in which it was added to the compost heap. This is a question of some difficulty.

Bones.

No scale is given for $\frac{1}{2}$ -inch and $\frac{1}{4}$ -inch bones, as these are seldom used now—bones ground into meal having superseded them. The finer the meal is, the more rapid its exhaustion by crops. Some of the scales may be too high, considering the prevailing preference given to bone-meal in the finest state of division.

Many leases give no compensation for dissolved bones, but they always contain a certain quantity of insoluble phosphates. It is for referees to decide whether compensation should be awarded at all for dissolved bones, superphosphates, or any dissolved manure. It is in this class that the quality is often extremely inferior. The name dissolved bones is no criterion of the composition of the substance.

Guanos.

Ammoniacal guanos are quick-acting manures. The nitrogen in them, being chiefly in the form of organic nitrogen, is not so readily available for plants, nor so easily washed out of the soil as in sulphate of ammonia or nitrate of soda.

Phosphatic guanos and coprolites are much inferior to bone-meal.

Sulphates and Nitrates.

Sulphate of ammonia, nitrate of soda, sulphate, nitrate, and muriate of potash, are all highly soluble manures. It is doubtful whether any residue is left for crops succeeding that to which they are applied.

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Mixed or Special Manures.

These might come under the scale for guano or dissolved bones, according to their analysis. Analysis is not always a good guide to the value of a manure, much less to its permanency. Referees would do well to discourage the use of these patent manures by awarding a small compensation.

Feeding-Stuffs.

Many difficulties obtrude themselves when we begin to consider how the unexhausted value of feeding-stuffs can be arrived at. In most of the scales, the only substances mentioned are "oil-cakes, or materials of equal manurial value," and it is the original cost that is dealt with. The manurial value is the true basis to start from, as the animals have appropriated a large proportion of the valuable constituents. The scale of manurial values at page 38 is that constructed by Dr Lawes, with modifications suggested by other chemists. If equal proportions of these manurial values be taken,—say one-half for the first year, one-fourth for the second year, and one-eighth for the third year,—a fair average of the unexhausted value of the different kinds of feeding-stuffs is obtained. In the last year of a lease a portion of the feeding-stuffs purchased may have been consumed on land from which the tenant has taken no crop, and another portion on land from which he has or is to reap a crop. In the one case nearly the full manurial value might be allowed, and in the latter only a portion. To attempt to apportion the compensation in this way would lead to hopeless confusion. The scales are constructed with the intention of allowing a fair average compensation for each year's outlay.

The schedule appended to the Act mentions feeding-stuffs consumed by cattle, sheep, or pigs only, so that the consumption of oats or other food by horses is not considered an improvement. Also the feeding-stuff must not have been produced on the holding. It would therefore appear that a tenant who feeds his cattle or sheep with beans produced on the farm is not entitled to compensation, whereas if he sells his beans and buys other beans with the same money, he can claim compensation.

TABLE SHOWING ESTIMATED PROPORTIONS OF ORIGINAL VALUE OF MANURES TO BE ALLOWED AS COMPENSATION.

[illegible]

EXAMPLE SHOWING AMOUNT OF COMPENSATION WHICH AN OUTGOING TENANT WOULD RECEIVE
ACCORDING TO THE FOREGOING SCALE, SUPPOSING HE EXPENDED ANNUALLY ON MANURES £400.

MANURE.	Annual outlay.	Crops taken since application.	Proportion of original value.	Compensation.		Total Compensation.	
				£	s. d.	£	s. d.
Bone-meal, 10 tons at £8, 10s., . . .	85 0 0	1	$\frac{1}{10}$	51	0 0	85	0 0
		2	$\frac{2}{10}$	25	10 0		
		3	$\frac{3}{10}$	8	10 0		
Guano, phosphatic, 8 tons at £6, . . .	48 0 0	1	$\frac{1}{10}$	24	0 0	85	0 0
		2	$\frac{2}{10}$	9	12 0		
		3	$\frac{3}{10}$	4	16 0		
Guano, ammoniacal, 8 tons at £12, . . .	96 0 0	1	$\frac{1}{10}$	19	4 0	38	8 0
		2	$\frac{2}{10}$	9	12 0		
Dissolved bones, 10 tons at £7, 10s., } Superphosphates, 10 tons at £3, 10s., }	110 0 0	{ 1 2	{ $\frac{1}{10}$ $\frac{1}{10}$	22	0 0	28	16 0
				11	0 0		
Sulphate of ammonia, 3 tons at £16, . . .	339 0 0					185	4 0
Nitrate of soda, 1 ton at £13, . . .	48 0 0					...	...
	13 0 0				
According to scale for light land.	400 0 0					185	4 0

SCALES OF COMPENSATION.

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EXAMPLE SHOWING AMOUNT OF COMPENSATION FOR UNEXHAUSTED MANURES WHICH A TENANT WHO LEAVES HIS FARM AT MARTINMAS 1884 WOULD RECEIVE.

MANURES.	Total outlay.	Crops taken since application.	Proportion of original value.	Compensation.	Total Compensation
	£			£ s. d.	£ s. d.
Purchased during year ending Martinmas 1882—					
Bone-meal, 12 tons at £8, 10s., . . .	102	3	$\frac{1}{10}$	10 4 0	
Phosphatic guano, 10 tons at £6, . . .	60	3	$\frac{1}{10}$	6 0 0	
Ichaboe guano, 10 tons at £13, . . .	130	3	$\frac{1}{10}$		
Superphosphate, 12 tons at £3, 10s., . .	42	3			
					16 4 0
Purchased during year ending Martinmas 1883—					
Bone-meal, 10 tons at £8, 10s., . . .	85	2	$\frac{2}{10}$	25 10 0	
Ichaboe guano, 12 tons at £13, . . .	156	2	$\frac{1}{10}$	15 12 0	
Dissolved bones, 8 tons at £7, 10s., . .	60	2	$\frac{1}{10}$	6 0 0	
					47 2 0
Purchased during year ending Martinmas 1884—					
Bone-meal, 20 tons at £8, 10s., . . .	170	1	$\frac{1}{10}$	102 0 0	
Fish guano, 8 tons at £7, . . .	56	1	$\frac{1}{10}$	28 0 0	
Potato manure, 10 tons at £12, . . .	120	1	$\frac{1}{10}$	24 0 0	
					154 0 0
	346				217 6 0

Note.—The compensation in this example appears large compared with that in the example on last page, on account of greater outlay on bone-meal and a smaller outlay on dissolved manures being assumed.

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TABLE OF MANURIAL VALUES OF FEEDING-STUFFS.

NAME OF FEEDING-STUFFS.	Money value of the manure from one ton.		
	£	s.	d.
Linseed cake,	4	0	0
Cotton cake, decorticated,	5	0	0
Cotton cake, undecorticated,	3	10	0
Rape cake,	3	10	0
Beans,	3	0	0
Peas,	2	15	0
Tares,	3	0	0
Indian meal (Indian corn),	1	5	0
Locust meal,	1	0	0
Wheat,	1	10	0
Barley,	1	8	0
Bran,	1	10	0
Malt dust,	2	0	0
Malt,	1	5	0
Oats,	1	10	0
Clover hay,	1	15	0
Meadow hay,	1	5	0
Wheat straw,	0	10	0
Barley straw,	0	8	0
Oat straw,	0	10	0
Bean and pea straw,	0	12	0
Swedish turnips,	0	3	0
Common turnips,	0	2	0
Potatoes,	0	5	0
Mangel-wurzel,	0	4	0
Carrots,	0	2	6

COMPENSATION FOR ARTIFICIAL FEEDING-STUFFS.

- $\frac{1}{2}$ of manurial value for last year of tenancy.
- $\frac{1}{4}$ of manurial value for second last year of tenancy.
- $\frac{1}{8}$ of manurial value for third last year of tenancy.

EXAMPLE SHOWING THE COMPENSATION WHICH AN OUTGOING TENANT WOULD RECEIVE ACCORDING TO THE TABLE OF MANURIAL VALUES AND RATES OF EXHAUSTION, SUPPOSING HE SPENT ANNUALLY ON FEEDING-STUFFS £300.

FEEDING-STUFFS.	Outlay.	Manurial value.	Years.	Proportion of manurial value.	Compensation.	Total Compensation.
Linseed cake, 10 tons at £9, . . .	£90 0 0	£40 0 0	1 2 3	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	£20 0 0 10 0 0 5 0 0	£35 0 0
Cotton cake, decorticated, 10 tons at £8,	80 0 0	50 0 0	1 2 3	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	£25 0 0 12 10 0 6 5 0	43 15 0
Cotton cake, undecorticated, 10 tons at £6,	60 0 0	35 0 0	1 2 3	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	£17 10 0 8 15 0 4 7 6	30 12 6
Oilcakes,	£230 0 0	£125 0 0	1	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	£7 10 0	£109 7 6
Indian or other feeding meal, 10 tons at £6,	60 0 0	15 0 0	2 3	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	3 15 0 1 17 6	13 2 6
Locust meal, 1½ ton at £6, 13s. 4d., . . .	10 0 0	1 10 0	1 2 3	$\frac{1}{3} \frac{1}{3} \frac{1}{3}$	£0 15 0 0 7 6 0 3 9	1 6 3
	£300 0 0	£141 10 0				£123 16 3

EXAMPLE SHOWING AMOUNT OF COMPENSATION FOR UNEXHAUSTED VALUE OF FEEDING-STUFFS WHICH A TENANT WHO LEAVES HIS FARM AT MARTINMAS 1884 WOULD RECEIVE.

PARTICULARS.	Outlay.	Manurial value.	Years since application.	Proportion of manurial value.	Compensation.	Total Compensation.
Purchased during year ending Martinmas 1882—						
Linseed cake, 10 tons at £9, . . .	£90 0 0	£40 0 0	3	$\frac{1}{3}$	£5 0 0	
Cotton cake, 10 tons at £6, . . .	60 0 0	35 0 0	3	$\frac{1}{3}$	4 7 6	
Indian corn, 10 tons at £6, . . .	60 0 0	12 10 0	3	$\frac{1}{3}$	1 11 3	£10 18 9
Purchased during year ending Martinmas 1883—						
Linseed cake, 10 tons at £9, . . .	£90 0 0	£40 0 0	2	$\frac{1}{2}$	£10 0 0	
Decorticated cotton cake, 10 tons at £8, . . .	80 0 0	50 0 0	2	$\frac{1}{2}$	12 10 0	
Beans, 6 tons at £6, . . .	36 0 0	18 0 0	2	$\frac{1}{2}$	4 10 0	
Bran, 5 tons at £5, 10s., . . .	27 10 0	7 10 0	2	$\frac{1}{2}$	1 17 6	28 17 6
Purchased during year ending Martinmas 1884—						
Improved cotton cake (two-thirds of which consist of decorticated cotton cake), 10 tons at £7, 5s., . . .	£72 10 0	£45 0 0	1	$\frac{1}{2}$	£22 10 0	
Rape cake, 10 tons at £6, . . .	60 0 0	35 0 0	1	$\frac{1}{2}$	17 10 0	
Feeding meal, 10 tons at £6, . . .	60 0 0	15 0 0	1	$\frac{1}{2}$	7 10 0	
Hay, 10 tons at £5, . . .	50 0 0	17 10 0	1	$\frac{1}{2}$	8 15 0	56 5 0
						£96 1 3

TABLE SHOWING COMPARATIVE AMOUNTS OF COMPENSATION FOR UNEXHAUSTED VALUE OF LIME AND BONE-MEAL, ACCORDING TO VARIOUS SCALES.

Tenant is supposed to have Expended Annually, for last ten years of his lease, £100 on Lime, and £100 on Bone-meal. The comparison is made as for a medium Soil.

COMPENSATION.							
Original outlay.	Ochertyre Lease.	Dalhousie Lease.	Breadalbane Lease.	Queensberry Lease.	Bective Lease.	Scale at page 35.	
	£81 15 11 $\frac{1}{4}$	£60	£70	£77 15 6 $\frac{3}{4}$	£80	£75	
£100	65 8 9	50	60	58 6 8	60	60	
100	50 17 11	40	50	41 13 4	40	50	
100	38 3 5 $\frac{1}{4}$	30	40	27 15 6 $\frac{3}{4}$	30	40	
100	27 5 3 $\frac{1}{4}$	20	30	16 13 4	20	30	
100	18 3 6 $\frac{1}{4}$	10	20	8 6 8	10	20	
100	10 18 1 $\frac{1}{4}$	...	10	2 15 6 $\frac{3}{4}$	...	15
100	5 9 0 $\frac{1}{4}$	...	...	...	...	10
100	1 16 4 $\frac{1}{4}$	...	...	...	...	5
£900	£299 18 5 $\frac{1}{4}$	£210	£280	£233 6 8	£240	£305	
£100	£60 0 0	£50 0 0	£50 0 0	£60	£50	£60	
100	30 0 0	33 6 8	12 10 0	30	30	30	
100	10 0 0	16 13 4	...	10	20	10	
£300	£100 0 0	£100 0 0	£62 10 0	£100	£100	£100	

LIME.	
Last year of lease,	
Second last year of lease,	
Third "	
Fourth "	
Fifth "	
Sixth "	
Seventh "	
Eighth "	
Ninth "	
BONE-MEAL.	
Last year of lease,	
Second last year of lease,	
Third "	

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OCHTERTYRE LEASE.

XXIII. The tenant, at the natural expiry, or earlier termination of the lease, shall be entitled to compensation from the landlord for unexhausted extraneous manure brought to the farm, purchased and paid for by the tenant, according to the undernoted scales, the actual purchase of such manure being proved by duly authenticated vouchers, and its application by the solemn declaration of the tenant, corroborated by such further evidence as the arbiters may see fit to require; and during the last three years of a lease, the tenant shall be bound to produce, for the inspection of the landlord or his factor, at each term of Whitsunday and Martinmas, if required, the vendors' accounts for all manures and feeding-stuff supplied to the tenant during the previous six months, and he shall also point out the ground to which the manure has been applied, as a condition of receiving compensation for the same.

Lime applied to arable land shall be held to last for ten years; applied to permanent pasture on grazing farms, for twelve years.

Proportion of the original value held to be exhausted in each year, allowance to be made accordingly.

On Arable Land.

In the first year, . . .	$\frac{10}{55}$	In the sixth year, . . .	$\frac{5}{55}$
„ second year, . . .	$\frac{9}{55}$	„ seventh year, . . .	$\frac{4}{55}$
„ third year, . . .	$\frac{8}{55}$	„ eighth year, . . .	$\frac{3}{55}$
„ fourth year, . . .	$\frac{7}{55}$	„ ninth year, . . .	$\frac{2}{55}$
„ fifth year, . . .	$\frac{6}{55}$	„ tenth year, . . .	$\frac{1}{55}$

On Permanent Pasture.

In the first year, . . .	$\frac{12}{78}$	In the seventh year, . . .	$\frac{2}{78}$
„ second year, . . .	$\frac{11}{78}$	„ eighth year, . . .	$\frac{1}{78}$
„ third year, . . .	$\frac{10}{78}$	„ ninth year, . . .	$\frac{0}{78}$
„ fourth year, . . .	$\frac{9}{78}$	„ tenth year, . . .	$\frac{0}{78}$
„ fifth year, . . .	$\frac{8}{78}$	„ eleventh year, . . .	$\frac{0}{78}$
„ sixth year, . . .	$\frac{7}{78}$	„ twelfth year, . . .	$\frac{0}{78}$

Horse, cow, and town manure, guano, bones, and coprolites shall be held to last four years.

Rate of Exhaustion.

In the first year, . . .	$\frac{4}{10}$	In the third year, . . .	$\frac{2}{10}$
„ second year, . . .	$\frac{3}{10}$	„ fourth year, . . .	$\frac{1}{10}$

Nitrate of soda and sulphate of ammonia are considered to be exhausted by the crop to which they are applied, and consequently no compensation will be allowed for them when the tenant receives the worth of his crop, either by public or private sale, or by valuation under the provisions of the lease. In like manner the first year's value of the other manures above specified, cannot ordinarily become a question of compensation.

For oilcake or any similar substance of equal manurial value purchased by the tenant, and used in feeding sheep or cattle on the farm, one-sixth part of the entire cost of all the material used during the last three years of the lease will be allowed, except grain in any shape, for which no allowance will be made.

The value of any new manure not included in the above list, or of any manure already provided for, but of unusual quality, better or worse, or when applied in exceptional quantities, or under exceptional circumstances, and also of feeding material of less manurial value than oilcake, but excluding grain in any shape, shall be determined by the arbiters.

These rates of compensation for unexhausted manures are not to include the cost of the carriages and laying on performed by the tenant, for which no allowance will be made.

DALHOUSIE LEASE.

XIII. In order that the tenant may be encouraged to maintain the productiveness of the farm during the currency of the lease, he shall at the ish or earlier termination of the lease be entitled to receive from the proprietor compensation for improvements made by him as follows:—

(c.) *Lime*.—For having at his own cost improved the land by the application of lime, the amount so expended, after deducting therefrom four-tenth parts for the first crop, and one-tenth part for each of the six subsequent crops reaped since the application thereof.

(d.) *Manure and bones*.—For all extraneous horse, cow, pig, or police manure, as also for good pure crushed or drilled bones or bone-dust purchased by the tenant, and proved to have been applied to the arable land, the net cash price thereof, after deducting three-sixth parts for the first crop, and one-sixth part for each of the three subsequent crops reaped after the application thereof.

(e.) *Guanos, &c.*—For good pure guanos and dissolved bones, and other bone-phosphate manures, proved to have

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been applied to the arable land, the same not to exceed a fair average of the application during the three preceding years, one-third of the net cash price thereof where only one crop has been reaped since the application.

(f.) *Feeding-stuffs*.—For linseed or cotton cake, proved to have been consumed on the farm by cattle or sheep, the same not to exceed a fair average of the consumption during the three preceding years, one-third part of the net cash price of that so consumed within twelve calendar months before the end of the tenancy, and one-sixth part of the net cash price of that so consumed in the year preceding.

(g.) *Unapplied manures*.—For all dung and manure left on the premises, in so far as the tenant is entitled to leave the same unapplied at the termination of the tenancy, and the same being made from the last year's produce, only the value thereof without reference to the use of oilcake.

No compensation shall be payable in respect of the application of nitrate of soda or sulphate of ammonia, these being held to be exhausted by the crop to which they have been applied.

No allowance shall be made to tenant for cartage or expense incurred in the application.

BREADALBANE LEASE.

In regard to the improvements which may be made without the landlord's consent, it is provided as follows:—

(a.) *Lime*.—The tenant, or in the event of his death his executors, shall receive repayment of his expenditure on lime applied to land sufficiently drained, under deduction of three-tenths for the first crop after liming, and one-tenth for each of the seven subsequent crops taken from the land so limed.

(b.) *Bones*.—The tenant shall in like manner receive repayment of his expenditure on crushed bones or bone-dust, under deduction of four-eighths for the first crop, three-eighths for the second, and one-eighth for the third crop, taken from land to which such bones or bone-dust had been applied.

(d.) *Dissolved bones and bone phosphates*.—The tenant shall in like manner receive repayment of his expenditure on dissolved bones and bone phosphates applied to arable land, under deduction of three-fourths if one crop has been taken after application; if two crops have been taken, no compensation shall be payable.

(e.) *Feeding-stuffs*.—The tenant shall receive compensation

for linseed or cotton cake, or any similar substance of equal manurial value, which he shall prove to the satisfaction of the factor to have been *bonâ fide*, consumed on the farm by cattle or sheep, and applied to the arable land—viz., one-third part of the net cash price of that so consumed and applied to the last crop under the lease, and one-sixth part of the net cash price of that so consumed and applied to the second last crop. The compensation to be paid to the tenant under sub-section (7), (a), (b), (d), (e), shall be exclusive of cartage and cost of application; and it shall not be necessary for a tenant to give notice to the proprietor or his factor of his intention to make the expenditure under said sub-section. No compensation shall be payable to any tenant who has used either nitrate of soda or sulphate of ammonia along with the manure for which compensation is claimed.

QUEENSBERRY LEASE.

Compensation for lime applied to arable and grass lands will be given under the following conditions and scales of exhaustion:—Lime applied to arable land shall be held to last for eight years; applied to grass land (permanent pasture or meadow land), for ten years: 40 Carlisle bushels of lime per imperial acre on arable land, and 60 Carlisle bushels for grass land, shall be held to be the heaviest dressing which such land should receive; and unless specially arranged for, any heavier dressing over and above that mentioned will not be taken into account when adjusting the compensation. The price of the lime at Kelhead works shall be held to be the cost when adjusting the compensation.

Scale of exhaustion of lime on arable land.—First year, 8.36ths; second year, 7.36ths; third year, 6.36ths; fourth year, 5.36ths; fifth year, 4.36ths; sixth year, 3.36ths; seventh year, 2.36ths; eighth year, 1.36th.

Scale of exhaustion of lime on pasture or meadow land.—First year, 10.55ths; second year, 9.55ths; third year, 8.55ths; fourth year, 7.55ths; fifth year, 6.55ths; sixth year, 5.55ths; seventh year, 4.55ths; eighth year, 3.55ths; ninth year, 2.55ths; tenth year, 1.55th.

Bones shall be held to last for four years, and shall be compensated for under the following scale: first year, 4.10ths; second year, 3.10ths; third year, 2.10ths; fourth year, 1.10th. Ten cwt. of bones per imperial acre to be the limit on which compensation shall be awarded.

One-third of the original cost (carriages not included)

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of oil and cotton cakes consumed on the farm during the last twelve months of tenancy shall be allowed, the amount consumed not to exceed the average outlay of the three preceding years. The arbiters, in determining compensation for lime, bones, and feeding-stuffs, may require such information regarding the quality, cost, and application of these articles as they may deem necessary. With reference to clause 11 of conditions and obligations on tenant of present lease, it is to be expressly understood that in valuing the farmyard manure, the manurial value of the cake has already been paid for, and the arbiters shall determine accordingly.

SCALE APPROVED OF BY THE PEEBLES FARMERS' CLUB.

Lime:—Arable land.—Duration eight years; 1-8th part of original value, including carriages and spreading, to be deducted for each year. *Grazing land.*—Duration fifteen years; 1-15th part of original value, including carriages, cartage, and spreading, to be deducted for each year. *Hill pasture.*—Duration twenty-five years; 1-25th part of original value, including carriages, cartage, and spreading, to be deducted for each year.

Horse, cow, and town manures of equal quality.—Duration six years; 1-6th of money value to be deducted for each year.

Guanos, bones, and phosphates:—Guano.—Duration three years; 1-3d of money value to be deducted for each year. *Half-inch bones.*—Eight years; 1-8th. *Bone-meal.*—Five years; 1-5th. *Dissolved bones.*—Three years; 1-3d. *Phosphates.*—Two years; one-half.

Special manures, such as nitrate of soda and sulphate of ammonia, outgoing tenant not entitled to any compensation.

Feeding-stuffs.—Cakes, linseed, cotton, rape, or other manufactured feeding-stuffs of similar manurial value, which have been consumed on the farm during the last year of the tenancy, 1-3d to be allowed, and 1-6th of cost of same for the preceding year.

SCALE OF COMPENSATION IN FORCE ON THE EARL OF BECTIVE'S ESTATE.

Improvement.	Application.	Scale of Compensation.
Boning of land with undissolved or raw bones, quarter-inch or half-inch	To permanent pasture . . .	Cost thereof, less $\frac{1}{4}$ th for each year after application.
Liming of land (except with gas-lime)	To arable land . . .	Do., less $\frac{1}{4}$ th for each of first three years, and $\frac{1}{10}$ th for each of next three years after application, provided not more than two crops of corn have been taken since the application. If more than two such crops have been so taken, no compensation will be paid.
Do.	To meadow land, mown . . .	Half of cost for first year, $\frac{1}{10}$ ths for second, $\frac{1}{8}$ th for third after application.
Boning of land with undissolved bone-meal or boiled bones	To permanent pasture . . .	Cost, less $\frac{1}{4}$ th for each year after application.
Do.	To arable or meadow land . . .	Half of cost for first year, $\frac{1}{10}$ ths for second, $\frac{1}{8}$ th for third year after application.
Application to land of purchased superphosphate or artificial	To permanent pasture . . .	Half of cost for first year, $\frac{1}{4}$ th for second year after application.
Do.	To meadow land . . .	Do. do.
Do.	To corn crops or potatoes . . .	None (exhausted by crop).
Do. manures (except nitrate of soda)	To green crops except potatoes . . .	One-fifth of cost in last year if crop is consumed in the buildings, $\frac{1}{3}$ d if consumed on the land.
Consumption by cattle, sheep, or pigs, of cake (cotton, linseed, or rape)	On the holding . . .	One-third of cost in last year, $\frac{1}{8}$ th in year preceding.
Do. of purchased corn . . .	Do. . .	One-sixth of that purchased in last year in excess of value of that sold off.

SCALE OF EXHAUSTION BY DR LAWES.

ESTIMATED MONEY-VALUE of the Unexhausted Residue of Manures remaining after the Growth of different Crops, expressed in Shillings for every Twenty Shillings original Manure-value of the Purchased Feeding-stuff or Manure employed.

After		Purchased or saleable food.	Farmyard or town stable manure.	Rape cake, or other cake used as manure.	Bones.	Nitrate of soda.	Sulphate of ammonia.	Guan in natural state, or manufactured.	Compound artificial or refuse manures.	Superphosphate made from mineral phosphates.
		Shillings allowable for every 20 shillings original manure-value.								
	<i>Purchased (or saleable) feeding-stuff consumed with roots, or manure applied for roots.</i>	17	...	...	...	...	...	...	...	...
	Food consumed with roots on land.	16	...	...	...	...	...	...	...	...
	Food consumed with roots in yards	...	...	...	...	...	...	...	...	...
1st year	Manure applied to roots consumed on land	17	17	16	17	15	15	15	12	9
	Manure applied to roots consumed in yards . . . . .	...	16	15	16	14	14	14	10	8
2d year	Corn crop ; grain sold, straw left	7	9	7	8	4	4	4	2	2
3d year	Corn crop ; grain sold, straw left	1	3	1	2	1	2	1	...	...
3d year	Grass or hay consumed	2	5	3	4	2	1	2	...	...
4th year	Grass or hay consumed . . . . .	...	2	...	1	...	...	...	...	...
3d year	Hay sold . . . . .	...	2	...	1	...	...	...	...	...

EXAMPLE SHOWING AMOUNT OF COMPENSATION FOR UNEXHAUSTED VALUE OF FEEDING-STUFFS WHICH A
TENANT WHO LEAVES HIS FARM AT MARTINMAS 1884 WOULD RECEIVE.

PARTICULARS.	Outlay.	Manurial value.	Years since appli- cation.	Propor- tion of manurial value.	Compensation.	Total Compensation.
Purchased during year ending Martin- mas 1882—						
Linseed cake, 10 tons at £9, . . .	£90 0 0	£40 0 0	3	$\frac{1}{3}$	£5 0 0	
Cotton cake, 10 tons at £6, . . .	60 0 0	35 0 0	3	$\frac{1}{3}$	4 7 6	
Indian corn, 10 tons at £6, . . .	60 0 0	12 10 0	3	$\frac{1}{3}$	1 11 3	£10 18 9
Purchased during year ending Martin- mas 1883—						
Linseed cake, 10 tons at £9, . . .	£90 0 0	£40 0 0	2	$\frac{1}{2}$	£10 0 0	
Decorticated cotton cake, 10 tons at £8, . . .	80 0 0	50 0 0	2	$\frac{1}{2}$	12 10 0	
Beans, 6 tons at £6, . . .	36 0 0	18 0 0	2	$\frac{1}{2}$	4 10 0	
Bran, 5 tons at £5, 10s., . . .	27 10 0	7 10 0	2	$\frac{1}{2}$	1 17 6	28 17 6
Purchased during year ending Martin- mas 1884—						
Improved cotton cake (two-thirds of which consist of decorticated cotton cake), 10 tons at £7, 5s., . . .	£72 10 0	£45 0 0	1	$\frac{1}{2}$	£22 10 0	
Rape cake, 10 tons at £6, . . .	60 0 0	35 0 0	1	$\frac{1}{2}$	17 10 0	
Feeding meal, 10 tons at £6, . . .	60 0 0	15 0 0	1	$\frac{1}{2}$	7 10 0	
Hay, 10 tons at £5, . . .	50 0 0	17 10 0	1	$\frac{1}{2}$	8 15 0	56 5 0
						£96 1 3

TABLE SHOWING COMPARATIVE AMOUNTS OF COMPENSATION FOR UNEXHAUSTED VALUE OF LIME AND BONE-MEAL, ACCORDING TO VARIOUS SCALES.
Tenant is supposed to have Expended Annually, for last ten years of his lease, £100 on Lime, and £100 on Bone-meal. The comparison is made as for a medium Soil.

COMPENSATION.						
	Original outlay.	Ochertyre Lease.	Dalhousie Lease.	Breadalbane Lease.	Queensberry Lease.	Bective Lease.
LIME.	£100	£81 15 11 ¹ / ₄	£60	£70	£77 15 6 ³ / ₄	£80
	100	65 8 9	50	60	58 6 8	60
	100	50 17 11	40	50	41 13 4	40
	100	38 3 5 ¹ / ₄	30	40	27 15 6 ³ / ₄	30
	100	27 5 3 ¹ / ₄	20	30	16 13 4	20
	100	18 3 6 ¹ / ₄	10	20	8 6 8	10
	100	10 18 1 ¹ / ₄	...	10	2 15 6 ³ / ₄	...
	100	5 9 0 ¹ / ₄	...	...	...	...
	100	1 16 4 ¹ / ₄	...	...	...	...
	£900	£299 18 5 ¹ / ₄	£210	£280	£233 6 8	£240
BONE-MEAL.						
	£100	£60 0 0	£50 0 0	£50 0 0	£60	£50
	100	30 0 0	33 6 8	12 10 0	30	30
	100	10 0 0	16 13 4	...	10	20
	£300	£100 0 0	£100 0 0	£62 10 0	£100	£100
Last year of lease,						
Second last year of lease,						
Third "						
Scale at page 35.						

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When the original manurial value and the rate of exhaustion are fixed, the unexhausted value left on a break of the circle is readily got.

The Directors, however, deem it proper to state, that in their opinion the rates of exhaustion of these enrichments given in the leases and returns are too short, and they would extend the circle to that of good made farm manure, believing that these enrichments last as long in the soils as the manures with which they are blended. The most of the returns, however, deal with the cost price of the cake, while the Directors deal with the value of the manure arising therefrom.

